

E-filing ADR

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INTEGRATION, INC., a California corporation
(formerly known as Integration Associates
Incorporated)

ORIGINAL
FILED

AUG 22 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SILICON LABS INTEGRATION, INC., a
California corporation (formerly known as
Integration Associates Incorporated),

Plaintiff,

v.

SHMUEL MELMAN, an individual,
Defendant.

CASE NO. 08 04030

HRL

COMPLAINT FOR DECLARATORY
RELIEF (28 U.S.C. §§ 2201-2202) AND
INTENTIONAL INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE

DEMAND FOR JURY TRIAL

Plaintiff SILICON LABS INTEGRATION, INC., a California corporation (formerly known as Integration Associates Incorporated) ("Plaintiff" or "Integration Associates" or "IA"), alleges as follows against Defendant SHMUEL MELMAN ("Defendant" or "Melman"):

JURISDICTION & VENUE

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a)(2) by reason of diversity of citizenship between Plaintiff and Defendant and the matter in controversy exceeds, exclusive of interest and costs, the sum of \$75,000.

2. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a) in that a substantial part of the events or omissions giving rise to the claim occurred in this District and Defendant has sufficient contacts with this District to make him subject to personal jurisdiction in

1 this District; and pursuant to 28 U.S.C 1391(d) in that Defendant is an alien who may be sued in
2 any district.

3 **INTRADISTRICT ASSIGNMENT**

4 3. Pursuant to Civil L.R. 3-2(c) and (e), assignment of this action to the San Jose
5 division is proper and appropriate, as Plaintiff has a principal place of business in Santa Clara
6 County and events giving rise to this action occurred in Santa Clara County.

7 **THE PARTIES**

8 4. Plaintiff SILICON LABS INTEGRATION, INC., is a California corporation
9 (formerly known as Integration Associates Incorporated), with a principal place of business at
10 100 Pioneer Way, Mountain View, California.

11 5. Plaintiff is informed and believes, and based thereon alleges, that Defendant
12 SHMUEL MELMAN is, and at all relevant times was, an individual resident and citizen of the
13 State of Israel, who resides at 64 Pinkas St., Tel-Aviv ISRAEL 62157 and also maintains an
14 office at 12 Kineret St., Airport City, ISRAEL 70151.
15

16 **BACKGROUND ALLEGATIONS**

17 6. Plaintiff designs and manufactures semiconductors for radio frequency, infrared,
18 modem, and power management applications for systems from notebook computers to
19 communications networks. At the time giving rise to the events of this lawsuit through July 29,
20 2008, Pierre Lamond was a member of the Board of Directors of Plaintiff. At the time giving rise
21 to the events of this lawsuit, Rafael ("Rafi") Fried was a Vice President in the Wireless Division
22 of Plaintiff.

23 7. Defendant is the CEO of a company, Crow Electronic Engineering, that
24 manufactures electronic security systems. Crow Electronics Engineering purchases and utilizes
25 the semiconductor products of IA and Silicon Laboratories Inc. ("Silicon Laboratories") in its
26 security systems.

27 /////

28 /////

1 *The Integration Associates Acquisition*

2 8. On June 24, 2008, Silicon Laboratories Inc. of Austin, Texas publicly announced it
3 had signed a definitive agreement to acquire Plaintiff, then known as Integration Associates, for
4 net \$80 million (the "IA Acquisition").

5 9. On July 29, 2008, Silicon Laboratories Inc. closed the IA Acquisition. After
6 closing, Integration Associates Incorporated became known as Silicon Labs Integration, Inc., a
7 California corporation, a wholly owned subsidiary of Silicon Laboratories Inc.

8 *Defendant's Demand For Commission Related to IA Acquisition*

9 10. On or about June 26, 2008, Defendant Melman sent a letter addressed to Pierre
10 Lamond and Rafael Fried of Integration Associates in Mountain View, California. In that letter,
11 Melman asserted that he was entitled to a commission of "five percent of the gross transaction
12 consideration" (or \$4,000,000) for efforts he allegedly made related to the IA Acquisition.
13 Melman claimed that through conversations with Rafael Fried at IA, Melman had formed an
14 agreement with Integration Associates to locate an acquirer for IA and be compensated with a
15 commission. Melman claimed that a conference call he had with Silicon Laboratories in which
16 he mentioned IA and its products led to the acquisition and entitled him to such a commission.

17 11. Integration Associates, through counsel, replied to Mr. Melman's contentions on
18 July 2 and again on July 22, denying his allegations, denying any agreement between IA and
19 Melman related to Silicon Laboratories' acquisition of IA, and denying that Melman acted as an
20 intermediary with respect to the IA Acquisition.

21 12. In response, on July 15, 2008, Melman asserted, in a letter from counsel, that he
22 had "little choice by to initiate legal action" and that "the allegations and claims that such action
23 will likely include are fraud, breach of contract, bad faith and unjust enrichment and the like."

24 13. Further, on July 18, 2008, Melman, in a letter from counsel, again stated that
25 intends to assert his rights by taking legal action against IA and asked that IA preserve documents
26 related to the dispute.

27 ////

28 ////

1 14. Defendant Melman has claimed and continues to claim that he is entitled to
2 recover 5% of the value of the IA Acquisition (or at least \$4,000,000) as a commission or finder's
3 fee for alleged services he rendered on behalf of IA related to the IA Acquisition.

4 15. Plaintiff denies that there was an agreement, written or oral, for any compensation
5 to Defendant related to the IA Acquisition.

6 16. Plaintiff denies that it has any other obligation or liability, contractual or
7 otherwise, to Defendant for any compensation related to the IA Acquisition.

8 17. Based on this correspondence, an actual case or controversy exists between
9 Plaintiff and Defendant.

10 *Response to Factual Allegations Made by Melman*

11 18. Defendant Melman has alleged that the commission or finder's fee obligation on
12 behalf of IA arose out of his conversations and/or emails with Rafi Fried of IA in the Spring of
13 2008.

14 19. At that time, Rafi Fried was a Vice President of a division of IA who had
15 interacted with Melman regarding sales of IA semiconductor products to Melman's company,
16 Crow Electronics Engineering.

17 20. Rafi Fried never agreed, in writing or orally, that Defendant Melman should take
18 any action on behalf of IA to seek a company to acquire IA or that Melman would be
19 compensated by any such actions. Rafi Fried continually emphasized in writing and orally that he
20 did not have authority over any potential acquisition of IA by a third party or discussions
21 regarding such acquisitions.

22 21. Defendant Melman also asserts that Pierre Lamond of IA in some way agreed to
23 compensate Melman as a broker for a potential acquisition. To the contrary, Lamond
24 affirmatively told Melman, orally and in writing in May 2008, that IA was not interested in
25 involving Melman in any way in IA's acquisition discussions.

26 22. Contrary to Melman's assertions, Defendant Melman had no involvement in
27 initiating or consummating the transaction between IA and Silicon Laboratories. Instead, Silicon
28 Laboratories had discussions with IA regarding a potential acquisition of IA completely

1 independently of Defendant Melman and predating by many months any alleged conversations
2 between Melman and IA related to any alleged "commission." Indeed, Silicon Laboratories had
3 hired an investment banker who had identified IA as a potential acquisition target for Silicon
4 Laboratories as early as March 2007, and Silicon Laboratories delivered a Letter of Intent to IA
5 concerning the potential acquisition of IA no later than March 28, 2008.

6 23. Defendant Melman has alleged that a conference call with Silicon Laboratories (on
7 or about April 9, 2008) was instrumental in Silicon Laboratories' decision to acquire IA.
8 Notwithstanding that a Letter of Intent already had been made by that point, the conference call
9 was unrelated to Silicon Lab's acquisition discussions with IA. Instead, the conference call in
10 which Melman participated was a fact-finding survey by Silicon Laboratories for product
11 development purposes regarding the short range wireless field, including the various competitors,
12 products, pricing and uses of such technology in the wireless security field (in which Melman
13 operates and has used Silicon Laboratories products), and had nothing to do with the acquisition
14 discussions between Silicon Laboratories and IA.

15 *Recent Interference with Customers*

16 24. Since IA denied Melman's demand for compensation, Melman has taken
17 increasingly aggressive actions toward IA, Silicon Laboratories, and their customers. Upon
18 information and belief, Melman has told colleagues in Israel that he planned to call all his
19 contacts in the industry to ensure IA would get no further business. Upon information and belief,
20 Melman has disparaged IA's products to potential customers in the industry in an attempt to
21 damage the reputation of IA and its products, which has caused a loss of goodwill to IA in the
22 industry and market.

23 25. In one instance, an IA potential customer with a relationship with Melman recently
24 questioned IA in detail about alleged leakage in a product without no such demonstrated defect.
25 Upon information and belief, Melman disparaged IA and its products to this customer in an effort
26 to prevent IA from obtaining further business, and to date, IA has been unable to obtain this
27 business.

28 /////

26. In another instance, an IA potential customer (that originally purchased IA products after recommendation from Melman) that had been very interested in an agreement with IA, recently backtracked and expressed concern and questioned IA about alleged problems with the products. Upon information and belief, Melman disparaged IA and its products to this customer in an effort to prevent IA from obtaining further business, and to date, IA has been unable to obtain this business.

FIRST CLAIM FOR RELIEF

(Declaratory Relief 28 U.S.C. §§ 2201-2202)

27. Plaintiff re-alleges and incorporates by reference as though fully set forth herein each and every allegation contained in paragraphs 1 through 26 of this Complaint.

28. Plaintiff brings this claim for a declaratory judgment under both Federal Rule of Civil Procedure 57 and 28 U.S.C. §§2201, 2202.

29. An actual controversy has arisen and now exists between Plaintiff and Defendant with respect to payment of a commission or fees for services Defendant allegedly rendered related to the IA Acquisition.

30. Defendant contends that he is entitled to payment of 5% of the gross value of the IA Acquisition as a commission or finder's fee.

31. Plaintiff contends that it has no obligation or liability, contractual or otherwise, to pay Defendant anything related to the IA Acquisition.

32. Plaintiff seeks a judicial determination of its rights and obligations with respect to the existence of any contractual or other obligation between Plaintiff and Defendant related to a commission or finder's fee for services Defendant allegedly rendered related to the IA Acquisition.

33. A judicial determination is necessary and appropriate at this time for each party to ascertain its rights and obligations with respect to the existence of any contractual or other obligation or liability between Plaintiff and Defendant for a commission or finder's fee for services Defendant allegedly rendered related to the IA Acquisition.

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34. Considerations of practicality and wise judicial administration favor declaratory relief as the means to settle this controversy. No better or more effective alternative remedy exists.

SECOND CLAIM FOR RELIEF

(Intentional Interference with Prospective Economic Advantage under California Law)

35. Plaintiff re-alleges and incorporates by reference as though fully set forth herein each and every allegation contained in paragraphs 1 through 26 of this Complaint.

36. An economic relationship exists between Plaintiff and its customers and prospective customers, containing a probable future economic benefit or advantage to Plaintiff, in terms of potential sales and increase in the value of its goodwill in the industry.

37. Defendant is aware of the existence of the economic relationship between Plaintiff and its customers and potential customers.

38. Defendant has intentionally engaged in wrongful conduct designed to interfere with or disrupt Plaintiff's economic relationships and has actually interfered with and disrupted Plaintiff's economic relationships.

39. Defendant's wrongful conduct which was designed to interfere with or disrupt Plaintiff's economic relationships has damaged Plaintiff's goodwill and reputation in the industry.

Wherefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

Plaintiff prays for judgment against Defendant as follows:

1. For a declaration that Plaintiff Integration Associates has no obligation or liability, contractual or otherwise, to Defendant Melman for payment of any compensation related to services allegedly rendered related to the IA Acquisition;

2. For actual damages according to proof at trial for intentional interference with prospective economic advantage;

3. For costs of suit herein incurred; and

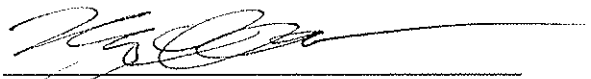
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4. For such other and further relief as the Court may deem just and proper.

Dated: August 22, 2008.

DLA PIPER US LLP

By 

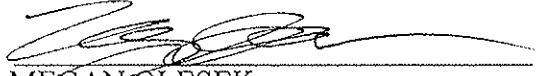
MEGAN OLESEK
Attorneys for Plaintiff SILICON LABS
INTEGRATION, INC.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury for all issues so triable pursuant to Fed. R. Civ. Pro. 38(b) and Civil L.R. 3-6(a).

Dated: August 22, 2008.

DLA PIPER US LLP

By 
MEGAN OLESEK
Attorneys for Plaintiff SILICON LABS
INTEGRATION, INC.

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS Silicon Labs Integration, Inc., a California corporation (b) County of Residence of First Listed Plaintiff Santa Clara (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorney's (Firm Name, Address, and Telephone Number) Megan Olesek (Bar No. 191218) DLA PIPER US LLP 2000 University Avenue, East Palo Alto, CA 94303 Tel: 650.833.2000 Fax: 650.833.2001	DEFENDANTS Shmuel Melman, an individual County of Residence of First Listed Defendant Israel (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. Attorneys (If Known)
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II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only) <table style="width: 100%;"> <tr> <th style="text-align: left;">PTF</th> <th style="text-align: left;">DEF</th> <th style="text-align: left;">PTF</th> <th style="text-align: left;">DEF</th> </tr> <tr> <td>Citizen of This State <input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State. <input checked="" type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State <input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State <input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country <input type="checkbox"/> 3</td> <td><input checked="" type="checkbox"/> 3</td> <td>Foreign Nation <input type="checkbox"/> 6</td> <td><input checked="" type="checkbox"/> 6</td> </tr> </table>	PTF	DEF	PTF	DEF	Citizen of This State <input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State. <input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State <input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State <input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country <input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation <input type="checkbox"/> 6	<input checked="" type="checkbox"/> 6
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Citizen or Subject of a Foreign Country <input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation <input type="checkbox"/> 6	<input checked="" type="checkbox"/> 6														

IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA(1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

V. ORIGIN (Place an "X" in One Box Only)						
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§2201-2202, 28 U.S.C. §1332 Brief description of cause: Declaratory relief regarding contract, intentional interference with prospective economic advantage

VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$	CHECK YES only if demanded in complaint: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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VIII. RELATED CASE(S) IF ANY	PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".
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IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AND "X" IN ONE BOX ONLY)	<input type="checkbox"/> SAN FRANCISCO/OAKLAND	<input checked="" type="checkbox"/> SAN JOSE
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DATE August 22, 2008	SIGNATURE OF ATTORNEY OF RECORD
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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.